

### **ARTICLE 3**

#### **Integrity of the Bargaining Unit**

##### **Section 1. Bargaining Unit Work Performed by Non-Bargaining Unit Employees.**

- A. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Article 13 (Layoff) the Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.
- B. As provided in this Agreement, Bargaining Unit work will normally be performed by classified employees in the Bargaining Unit. The Employer will not assign work to non-Bargaining Unit employees except as provided for in this article of the Collective Bargaining Agreement.
- C. Non-Bargaining Unit employees will not be assigned to perform Bargaining Unit work except to the extent that they have previously performed such work as a matter of customary practice, or to the extent that such work is part of their duties as provided in Civil Service Class Specifications, in the case of temporary work relief or an emergency.

In addition to the prohibitions listed above, Bargaining Unit work will not be assigned to non-Bargaining Unit employees if such assignment would result in the reduction of hours, layoff or abolishment of positions of Bargaining Unit employees.

- D. The Employer may continue to use such programs as the type listed below, provided that the primary purpose of such programs is to supplement ongoing activities or to provide training opportunities.
  - ◆ Student Work Experience
  - ◆ Seasonal Recreation Programs
  - ◆ Volunteer Programs

To the extent that it is available, the Employer will provide the Union with information which permits the Union to monitor the implementation of such programs, if not already provided. These programs are not intended to be used as a substitute for Bargaining Unit employees. A Union allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for on going State employee activities, or causes layoffs or reduction of hours for Bargaining Unit employees, shall be grievable under this Agreement.

- E. The number of Construction Technician 12 positions in the Michigan Department of Transportation will not be reduced as a result of assigning Transportation Engineer 11's to positions currently held by Construction Technician 12's.

**Section 2. Bargaining Unit Work Performed by Supervision.**

Supervisory employees shall only be permitted to perform Bargaining Unit work under the following circumstances: To the extent that such work is a part of their job duties as provided in Civil Service class specifications or to the extent that they have commonly performed such work as a matter of practice; in case of emergency; when necessary to provide temporary relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid the necessity of overtime; when a Bargaining Unit employee capable of doing the work is not available; or to allow the release of employees for Union activities recognized and authorized under this Agreement.

No employee in the Bargaining Unit shall be considered a supervisor for purposes of this Agreement.

**Section 3. Contracting and Subcontracting.**

The Employer recognizes its obligation to utilize Bargaining Unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services in accordance with Civil Service Rules and Regulations.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon Bargaining Unit employees. Whenever the Employer intends to contract out or sub-contract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to implementation and no later than at the time of submission to Civil Service, give written notice of its intent to contract or sub-contract to the Union. Such notice shall consist of a copy of the material sent to Civil Service which shall include such matters as:

1. The nature of the work to be performed or the service to be provided.
2. The proposed duration and cost of such sub-contracting.
3. The rationale for such sub-contracting.

The Employer shall, upon written request, meet and confer with the Union over the impact of the decision upon the Bargaining Unit. Such discussions shall not serve to delay implementation of the Employer's decision.

Nothing provided in this section shall prohibit the Union from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor from appealing a Departmental action which it alleges violates applicable Civil Service Rules and Regulations.